REQUEST FOR QUOTATION (This is NOT an Order)  This RFQ X is			This RFQ X is	is no	t a small business s	et-as	side			Page	1 <b>Of</b> 24
1. Request No.		te Issued	3. Requisition/Purchase	e Rec	juest No.	4. (	Cert For Nat D	ef. Under BDS	SA N	Ratin	g
W15P7T-04-Q-H032	2		See Sch	hedul	e	F	Reg. 2 and/or D				DOA7
5A. Issued By COMMANDER US ARM AMSEL-ACCB-RTAA	MY CECOM, ACQ	CENTER	W15P7T				6. Deliver by		chedule		
FORT MONMOUTH, 1	J 07703-500	8					7. Delivery				
							X FOB Destination	on		her	
RONALD BAKAY	(7	32)532-255									
8. To: Name and Ad			Y.MIL				9. Destination	n (Consignee a	and addi	ess, in	cluding
		, <b>r</b>					Zip Code)	g			g
								See Se	chedule		
10. Please Furnish of the Issuing Office in or Before Close of B	Block 5A On	please indi	NT: This is a request fo cate on this form and retosts incurred in the prep	turn i	it to the address in	Bloc	k 5B. This red	quest does not	commit	the G	overnment to
(Date)			re of domestic origin unle uest for Quotation must				oter. Any inte	rpretations a	nd/or ce	tificat	ions attached
		1	1. Schedule (Include app	licabl	le Federal, State, aı	nd lo	cal taxes)				
Item Number			s/Services		Quantity		Unit	Unit Pr	rice		Amount
(a)		(	<b>b</b> )		(c)		(d)	(e)			( <b>f</b> )
12. Discount For Pro			a. 10 Calendar Days		b. 20 Calendar Da	ys %	c. 30 Cale	endar Days %	d. Nun		dar Days Percentage
NOTE: Additional		_					41. 1. 14. 61		15 D :		
13. Name and Addre Zip Code)	ess of Quoter (S	treet, City, C	County, State and		Signature of Person Quotation	ı Au	thorized to Sig	n	15. Dat	e of Qi	iotation
							16. S	igner			
				a. N	ame (Type or Prin	t)		-	Area C	b. Tele	phone
				c. T	itle (Type or Print)	1			Numbe		
AUTHODIZED FO	DIOCAL DED	DODUCTIC	ANT .				Stone	lard Form 18	(Dov. 0	05)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 24
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032 MOD/AMD	
NT 0.000 CI /		•

## Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

- 1. THIS SOLICITATION IS ISSUED TO ACQUIRE 40 EACH CIRCUIT CARD ASSEMBLIES WITH A 100% OPTION.
- 2. THE NSN FOR THE CIRCUIT CARD ASSEMBLY IS 5998-01-120-3117.
- 2. THIS REQUIREMENT WILL BE A FIRM-FIXED PRICE TYPE CONTRACT, 100% SMALL BUSINESS SET ASIDE USING SIMPLIFIED ACQUISITION PROCEDURES.

\*\*\* END OF NARRATIVE A 001 \*\*\*

# Reference No. of Document Being Continued PIIN/SIIN $^{\text{W15P7T-04-Q-H032}}$ MOD/AMD

**Page** 3 of 24

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5998-01-120-3117 FSCM: 80063 PART NR: SM-E-815562 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	40	EA	\$	\$
	NOUN: CIRCUIT CARD ASSEMB PRON: C94CK041C9 PRON AMD: 01				
	40 EACH CIRCUIT CARD ASSEMBLIES				
	NSN: 5998-01-120-3117				
	(End of narrative B001)				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: AG00000601 LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W15GK84082E608         W62G2T         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         40         0340				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W62G2T) XU DEF DISTRIB DEPOT SAN JOAQUIN  25600 S CHRISMAN AVE  REC WHSE 10 PH 209-839-4307  TRACY, CA 95376-5000				
0002	FSCM: 80063  PART NR: SM-E-815562  SECURITY CLASS: Unclassified				
0002AA	OPTION			\$	\$

## Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-Q-H032 MOD/AMD

Page 4 of 24

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: CIRCUIT CARD ASSEM				
	CIRCUIT CARD ASSEMBLIES NSN: 5998-01-120-3117				
	THE CONTRACTING OFFICER MAY EXERCISE UP TO				
	100% OF THE OPTION WITHIN 60 DAYS PRIOR TO				
	LAST PRODUCTION DELIVERY.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE				
	(SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR				
	ITEMS REQUIRED UNDER THIS				
	REQUISITION.				

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 5 of 24

## Name of Offeror or Contractor:

	GING		

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_ Date

52.7033 PRESERVATIONS, PACKING AND MARKING INSTRUCTIONS APR/1999
Preservation, Packing, and Marking Instructions are specified on AMSEL-AC Form 5431-2, attached in Section J.

2 52.7037 PACKAGING WAIVERS OR DEVIATIONS

APR/1999

- (a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:
  - (1) Sufficient documentation to permit a prudent evaluation/decision.
  - (2) A statement of the positive and negative impact(s) of approval/disapproval.
  - (3) Expected consideration/benefits for the Government.
  - (4) Required follow-on activity.
  - (5) Frequency of recurrence.
- (b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract \_\_\_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.

(End of clause)

- 3 52.7041 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING APR/1999
- (a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.
- (b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'
- (c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).
  - (d) Acceptability of alternate commercial packaging is contingent upon:
    - (1) Meeting the requirements of paragraphs a, b and c, above;
    - (2) No increase in size and/or weight;
    - (3) No delay in delivery;
    - (4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
    - (5) No increase in packaging charges.
  - (e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 6 of 24

## Name of Offeror or Contractor:

be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract\_\_\_\_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

4 52.7047

BAR CODE MARKING

OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

#### INSPECTION AND ACCEPTANCE

5	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
6	52 246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	ΔIIG/1996

#### DELIVERIES OR PERFORMANCE

7	52.242-15	STOP-WORK ORDER	AUG/1989
8	52.247-34	F.O.B. DESTINATION	NOV/1991

- 9 52.211-16 VARIATION IN QUANTITY APR/1984
- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:
    - 0 Percent increase
    - 0 Percent decrease

This increase or decrease shall apply to all items.

10 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT

FEB/1999

- (a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor-
- (1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and
- (2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
- (i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
- (ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.
- (iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
- (b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Be	Page 7 of 24	
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032	MOD/AMD	
Name of Offeror or Contractor:			•

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 8 of 24

MAR/1999

## Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

11 52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT DEC/1987

1. The work called for herein will be performed by the contractor at the following location(s):

```
Location of Final Manufacture: -1-

(City, County, State)

Packaging and Packing: -2-

(City, County, State)

Shipping Point (at or near): -3-

(Street Address, City, State, Zip Code)

Producing facilities: -4-

(Owner, Street Address, City, State, Zip Code)

Operator: -5-

(Operator, Street Address, City, State, Zip Code)
```

Contractor's office which will receive payment, supervise and administer the contract:

-6-(Street Address, City, State)

DSN/Autovon No.: 992-2557

- 2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.
- 3. <u>UNCLASSIFIED CONTRACTS</u>. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.
- 4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

```
12 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE
Project Designation: _-1-

Initiating Activity: _2-
(Item/Project Manager)

Controlled Item Report Requirements: _-3-
Invoice Address: _-4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Ronald Bakay

Organization Code: AMSEL-ACCB-RT-AA_

Telephone Area Code and No.: (732) 532-2557
```

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 9 of 24

## Name of Offeror or Contractor:

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: <u>-9-</u>

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item <u>must</u> be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from <u>only</u> those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

- 13 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999
- (a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).
  - (b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer

Instructions to Administrative Contracting Officer\*

Instructions to other Defense Contract Management Command personnel\*

Instructions to Defense Finance Administration Services

Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box <u>AMSEL-AC-SP-Demaill.monmouth.army.mil</u>.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H. 52.6110.

(End of clause)

14 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

https://ecweb.dfas.mil.

Vendor authentication includes user ID and passwords. User Guides are available at

http://www.dfas.mil/ecedi/.

CONTINUATION SHEET	Reference No. of Document Be	Page 10 of 24	
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032	MOD/AMD	
Name of Offeror or Contractor:			•

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

	Reference No. of Document Being Continued
CONTINUATION SHEET	

PIIN/SIIN W15P7T-04-Q-H032

ntinued Page 11 of 24
MOD/AMD

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

15 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

APR/1992

16 52.6110 MA

MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

JUN/1999

- (a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.
  - (b) The format for all communication shall be compatible with the following: Microsoft Office
- (c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.
  - (d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
  - (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

- (f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail
- (g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.
- (h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:
  - (i) The Contracting Officer's e-mail address is: JoAnn.Mazza@maill.monmouth.army.mil The Contract Specialist's e-mail address is ronald.bakay@maill.monmouth.army.mil The Technical Point of Contact's e-mail address is: John.Santamaria@maill.monmouth.army.mil

(End of clause)

17 52.6115 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APR/1999

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

CONTINUATION SHEET	Reference No. of Document Be	Page 12 of 24	
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032	MOD/AMD	

## Name of Offeror or Contractor:

Commander, 1
US Army CECOM,
ATTN:AMSEL-ACCB-RT-AA (BAK)
Fort Monmouth, NJ 07703-5000

Commander, 1
US Army CECOM,
ATTN:AMSEL-LC-COM-C (SAN)
Fort Monmouth, NJ 07703-5000

Commander, 1
US Army CECOM,
ATTN: AMSEL- AC-CS-E( ALE)
Fort Monmouth, NJ 07703-5000

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

### CONTRACT CLAUSES

18	52.203-3	GRATUITIES	APR/1984
19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
21	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
23	52.222-26	EQUAL OPPORTUNITY	APR/2002
24	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA & OTHER ELIGIBLE VETERANS	
25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA AND OTHER ELIGIBLE VETERANS	
27	52.225-3	BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE	JAN/2004
		ACT.	
28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
29	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
31	52.227-09	REFUND OF ROYALTIES	APR/1984
32	52.232-01	PAYMENTS	APR/1984

CONTINUATION SHEET			Reference No. of Document Be	Page 13 of 24				
CO	NIINUATIONS	HEEI	PIIN/SIIN W15P7T-04-Q-H032	MOD/AMD				
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33	52.232-08	DISCOUNTS	FOR PROMPT PAYMENT		FEB/2002			
34	52.232-23 ALT I	ASSIGNMEN	T OF CLAIMS (JAN 1986) AND ALTERNATE I	(APR 1984)	JAN/1986			
35	52.232-25	PROMPT PA	YMENT		OCT/2003			
36	52.232-33	PAYMENT E REGISTRAT	Y ELECTRONIC FUNDS TRANSFER - CENTRAL (	CONTRACTOR	OCT/2003			
37	52.233-1	DISPUTES			JUL/2002			
38	52.233-3	PROTEST A	FTER AWARD		AUG/1996			
39	52.242-12	REPORT OF	SHIPMENT (REPSHIP)	NT (REPSHIP) JUN/2003				
40	52.243-01	CHANGES -	FIXED PRICE	AUG/1987				
41	52.249-13	FAILURE T	O PERFORM		APR/1984			
42	252.225-7001	BUY AMERI	CAN ACTBALANCE OF PAYMENTS PROGRAM		APR/2003			
43	252.231-7000	SUPPLEMEN	TAL COST PRINCIPLES		DEC/1991			
44	252.243-7001	PRICING C	F CONTRACT MODIFICATIONS		DEC/1991			
45	252.246-7000	MATERIAL	INSPECTION AND RECEIVING REPORT		MAR/2003			
46	52.217-6	OPTION FO	R INCREASED QUANTITY	MAR/1989				

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to last production delivery. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

47 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM MAR/1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to last production delivery. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

48 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS DEC/2001
(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract: N/A

- (a) Definitions. As used in this clause --
  - "All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.
  - "Executive and top Management" means any employee-
  - (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
  - (2) Who customarily and regularly directs the work of two or more other employees;
  - (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
  - (4) Who customarily and regularly exercises discretionary powers; and
  - (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 14 of 24

## Name of Offeror or Contractor:

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.
- (b) General.
  - (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
    - (iii) Rate of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
    - (vii) Selection and financial support for training, including apprenticeship, and on-the-job

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 15 of 24

## Name of Offeror or Contractor:

training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; (viii) Activities sponsored by the Contractor including social or recreational programs; and

- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

#### (c) Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

### (e) Postings.

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall--
  - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
  - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 16 of 24

## Name of Offeror or Contractor:

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

49 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984
The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

50 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

JUL/2004

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in FederalAcquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

# CONTINUATION SHEET Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-Q-H032 MOD/AMD

Name of Offeror or Contractor:

(End of Clause)

51 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Clause)

52 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

JAN/2004

Page 17 of 24

- (a) Definitions. As used in this clause-
  - (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
  - (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.
  - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
  - (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
  - (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <a href="https://ecweb.dfas.mil">https://ecweb.dfas.mil</a>.
  - (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
    - (i) Information regarding EDI formats is available on the Internet at <a href="http://www.X12.org">http://www.X12.org</a>.
    - (ii) EDI implementation guides are available on the Internet at <a href="http://www.dfas.mil/ecedi">http://www.dfas.mil/ecedi</a>.
  - (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

CONTINUATION SHEET		Reference No. of Document Be	Page 18 of 24	
CONTI	INUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032	MOD/AMD	
Name of Offeror	or Contractor:			
LIST OF ATTACHMEN	NTS			
List of			Numb	er
Addenda	·	Title	Dateof Pa	ges <u>Transmitted By</u>
Attachment 001 DRAWINGS				DATA

DATA

Attachment 002 PACKAGING REQUIREMENTS

# Reference No. of Document Being Continued

**PIIN/SIIN** W15P7T-04-Q-H032

MOD/AMD

Page 19 of 24

# Name of Offeror or Contractor:

REPR	ESENTATIONS	S, CERTIFICATIONS,	, AND OTHER STATEMENTS OF OFFERORS	
	53 54	52.222-19 52.222-21	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES PROHIBITION OF SEGREGATED FACILITIES	JUN/2004 FEB/1999
(a)	55	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004
	(1) The No		ustry Classification System (NAICS) code for this acquisition is 334418.	
	(2) The sr	mall business size	e standard is 500.	
	than on a		e standard for a concern which submits an offer in its own name, other service contract, but which proposes to furnish a product which it did not employees.	
(b)	Representat	tions.		
	(1) The of	fferor represents	as part of its offer that it $\ast$ is, $\ast$ is not a small business concern.	
	of this pr	rovision.) The off	offeror represented itself as a small business concern in paragraph $(b)(1)$ feror represents, for general statistical purposes, that it * is, * is not gern as defined in 13 CFR 124.1002.	, a small
	of this pr		offeror represented itself as a small business concern in paragraph (b)(1) feror represents as part of its offer that it $\star$ is, $\star$ is not a women-owned	
	of this pr		offeror represented itself as a small business concern in paragraph $(b)(1)$ efferor represents as part of its offer that it * is, * is not a veteran-own	ıed
	paragraph	(b)(4) of this pr	offeror represented itself as a veteran-owned small business concern in rovision.) The offeror represents as part of its offer that is * is, * is rwned small business concern.	not a
			ror represented itself as small business concern in paragraph (b)(1) feror represents, as part of its offer, that	
	repre the S princ	esentation, on the Small Business Adm cipal office, or H	ot a HUBZone small business concern listed, on the date of this e List of Qualified HUBZone Small Business Concerns maintained by ministration, and no material change in ownership and control, HUBZone employee percentage has occurred since it was certified by ministration in accordance with 13 CFR Part 126; and	
	126, HUBZG [The conce small	and the represent one small business offeror shall ent erns that are part	not a joint venture that complies with the requirements of 13 CFR Part tation in paragraph (b)(6)(i) of this provision is accurate for the sconcern or concerns that are participating in the joint venture. Let the name or names of the HUBZone small business concern or ticipating in the joint venture:] Each HUBZone in participating in the joint venture shall submit a separate signed copy centation.	
	<del>-</del>		epresented itself as disadvantaged in paragraph (b)(2) of this or shall check the category in which its ownership falls:	
	F	Black American.		
	I	Hispanic American.		
	1	Native American (A	American Indians, Eskimos, Aleuts, or Native Hawaiians).	
			rican (persons with origins from Burma, Thailand, Malaysia, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea).	

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMD

Page 20 of 24

## Name of Offeror or Contractor:

Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
  - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
  - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
    - (i) Be punished by imposition of fine, imprisonment, or both;
    - (ii) Be subject to administrative remedies, including suspension and debarment; and
    - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(d) Taxpayer Identification Number (TIN).

## Reference No. of Document Being Continued

**PIIN/SIIN** W15P7T-04-Q-H032

MOD/AMD

Page 21 of 24

## Name of Offeror or Contractor:

(End of Provision)

56 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

	(	) TIN:
	(	) TIN has been applied for.
	(	) TIN is not required because:
	con an	) Offeror is a nonresident alien, foreign corporation, or foreign the that does not have income effectively connected with the duct of a trade or business in the United States and does not have office or place of business or a fiscal paying agent in the United tes;
	(	) Offeror is an agency or instrumentality of a foreign government;
	(	) Offeror is an agency or instrumentality of a Federal Government;
	(	) Other. State basis
(e)	Туре	of organization.
	(	) Sole proprietorship;
	(	) Partnership;
	(	) Corporate entity (not tax-exempt):
	(	) Corporate entity (tax-exempt):
	(	) Government entity (Federal, State, or local);
	(	) Foreign government;

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		$\Delta III$		<b>SH</b> B.B.

## Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-Q-H032

MOD/AMI

Page 22 of 24

	PIIN/SIIN W	.5P/1-04-Q-H032	MOD/AMD	
Name of Offeror or Contractor:	1			1
( ) International organization per	26 CFR 1.6049-4;			
( ) Other				
f) Common Parent.				
( ) Offeror is not owned or control	lled by a common par	rent as defined in	paragraph (a) of the	nis provision.
( ) Name and TIN of common parent:				
Name				
TIN				
(End of Provision)	)			
PROCEDURAL NOTE: The Contractor's Tax Ider or any other Government documentation auth				respective involces, receiving
57 52.207-4 ECONOMIC  a) Offerors are invited to state an opini	PURCHASE QUANTITY		upplies on which bid	AUG/1987
in this solicitation is (are) economically			applied on which bi	ab, proposars or quotes are re
(b) Each offeror who believes that according purchase quantity. If different coconomic purchase quantity is that quantity different quantity points, this information	quantities are recor ty at which a signif	mmended, a total a Eicant price break	nd a unit price mus	t be quoted for applicable ite
	OFFEROR RECOMM	ENDATIONS		
		PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL	

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 23 of 24
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032 MOD/A	MD

## Name of Offeror or Contractor:

58 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that-

- (a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
  - (b) It ( ) has, ( ) has not, -filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
  - 59 52.227-06 ROYALTY INFORMATION

APR/1984

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
  - (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- "(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
  - 60 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
- (a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supples it acquires.
- "(b) The apparently successful offeror agrees to complete and submit the following table before award:

#### TABLE

Na	tional	Commercial				
St	ock	Item	Sour	ce of Supply		
<u>Line Items</u>	<u>Number</u>	(Y or N)	Company	<u>Address</u>	Part No.	Actual Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- "(1) List each deliverable item of supply and item of technical data.
  - (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y'is listed, the Offeror need not complete the remaining columns in the table.
  - (4) For items of supply, list all sources. For technical data, list the source.
  - (5) For items of supply, list each source's part number for the item.

CONTINUATION SHEET	Reference No. of Document Being	Page 24 of 24	
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-Q-H032	MOD/AMD	

Name of Offeror or Contractor:

(6) Us	e 'Y'	if	the	source	of	supply	is	the	actual	manufacturer,	'N'	if	it	is	not;	and	'U'	if	unknown.
--------	-------	----	-----	--------	----	--------	----	-----	--------	---------------	-----	----	----	----	------	-----	-----	----	----------

- 61 252.225-7000 BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003 (a) Definitions.
- 'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement: and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The offeror certifies that the following end products are qualifying country end products:

	Line Item Number	Country of Origin
(3) The following end	d products are other foreign end products:	
	Line Item Number	Country of Origin (If known)
	(End of provision)	·

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

62 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING AUG/1999

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be N/A DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.